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Los Angeles, CA 90012

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www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles County
residents through direct services at
DHS facilities and through
collaboration with community and
university partners.*



www.dhs.lacounty.gov

June 09, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO TWO EXISTING EQUIPMENT
MAINTENANCE AGREEMENTS AND APPROVAL OF A SUCCESSOR
AGREEMENT FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICE
AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of Amendments to two existing equipment maintenance and repair service Agreements and a successor Agreement for equipment maintenance and repair services at various Department of Health Services' facilities; and request for delegated authority to execute as needed future amendments and change notices to these Agreements.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute an amendment to Agreement H-704372 with Acceletronics West, Inc. (Acceletronics), effective upon Board approval, to extend the term of the Agreement for the period of July 1, 2015 through June 30, 2017, for medical equipment maintenance and repair services at Harbor-UCLA Medical Center (H-UCLA MC) as listed on Attachment B, with an annual maximum obligation of \$26,000 for routine maintenance and repairs, plus a one-time not to exceed amount of \$43,000 for as needed highly specialized repairs and integral parts that are not included in the contracted maintenance and repair services during the two year period, with a total two-year maximum cost of \$95,000.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 OF JUNE 9, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

2. Authorize the Director, or his designee, to execute an amendment to Agreement H-300538 with Steris Corporation (Steris), effective upon Board approval with no changes to the current expiration date of June 30, 2017, to increase the annual maximum obligation for additional medical equipment maintenance and repair services at High Desert Regional Health Center (High Desert RHC) by \$59,678.
3. Authorize the Director, or his designee, to execute a sole source successor Agreement with Siemens Medical Solutions USA, Inc. (Siemens), effective upon Board approval for the period July 1, 2015 through June 30, 2023, for the provision of medical equipment maintenance and repair services at the Department of Health Services (DHS) facilities listed on Attachment B with an annual cost of \$1,250,887.
4. Delegate authority to the Director, or his designee, to execute Amendments and Change Notices to the above mentioned three Agreements to: add, delete and/or change non-substantive terms and conditions in each Agreement; add/delete facilities and/or County Departments; and approve necessary changes in the statement of work for the medical equipment maintenance and repair services.
5. Delegate authority to the Director, or his designee, to amend the above-mentioned three Agreements to increase the total annual amount of each Agreement, by no more than 40 percent above the total annual amount for Fiscal Year 2015-16 for a combined total possible annual increase of \$735,822 to add equipment coming off warranty, provide for out-of-scope repairs or maintenance for equipment that is excluded under each Agreements' basic maintenance services, add equipment/services to additional locations, provide professional services, and cover emergency or unforeseen as-needed equipment maintenance, repair and support services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with Acceletronics, substantially similar to Exhibit I, for the continued provision of maintenance and repair services of the linear accelerator at H-UCLA MC. The current Agreement expires June 30, 2015. The linear accelerator equipment is highly specialized and is utilized for radiation treatment for cancer patients or radiosurgery within the brain. Proper regular maintenance and repair services for this equipment safeguards the safety of radiation treatment for patients.

Acceletronics has not had a rate increase since the beginning of the Agreement in 2010. The Contractor has requested an increase of \$2,000 annually for these extension years due to the age of the equipment and the increase in cost of parts and materials associated with the technology utilized in this equipment. The additional \$43,000 requested for the two year extension period will be utilized for the purchase of highly-specialized parts, only if needed. H-UCLA MC intends to use this equipment as long as parts can be found instead of purchasing new equipment.

Approval of the second recommendation will allow the Director, or his designee, to execute an Amendment, substantially similar to Exhibit II, to the current Agreement with Steris for equipment maintenance and repair services at various DHS facilities.

Steris equipment is used by DHS for infection prevention and contamination control. Sterilization of medical and surgical instruments is a key factor in preventing infections. DHS facilities use Steris sterilizers and processors to destroy or eliminate all forms of bacteria to prevent infection and contaminations. High Desert RHC purchased additional Steris equipment when it moved to the new regional facility which, when added to this Agreement, will exceed the current maximum obligation of the Agreement.

Approval of the third recommendation will allow the Director to execute a successor Agreement with Siemens for medical equipment maintenance and repair services. The current Agreement expires on June 30, 2015. Siemens currently services their medical imaging equipment at Olive View-UCLA Medical Center and High Desert RHC which is critical for screening and diagnosis. With the successor Agreement, Siemens will also provide maintenance and repair services for equipment at LAC+USC Medical Center. The successor Agreement includes, additional service coverage and hours language to mitigate equipment down time.

Approval of the fourth recommendation will allow the Director the flexibility to amend each of the Agreements to add, delete and/or change non-substantive terms and conditions in the Agreements, add/delete facilities and County Departments accessing the Agreements and approve any necessary changes to the statement of work of each Agreement.

Approval of the fifth recommendation will allow the Director, or his designee, to increase the annual maximum amount of each of the three Agreements by no more than 40 percent above the total annual amount of FY 2015-16 as indicated on Attachment B to add equipment coming off warranty, professional services, out-of-scope repairs/support services, additional locations, and emergency work, where applicable.

The Joint Commission requires facilities to ensure routine preventive maintenance, timely repairs and performance safety. The requested delegated authority is necessary to enable the Agreements to be amended in a timely manner to guarantee that critical equipment is maintained appropriately to ensure the safety of patients and facility staff, and meet the requirements of The Joint Commission. Board policy generally allows delegated authority to increase the total annual cost up to 10 percent. Based on experience with several other equipment maintenance and repair service agreements, DHS believes that requesting 40 percent for potential increase is appropriate since adding even few pieces of equipment or an additional facility may require a significant funding increase.

Facilities will only request that equipment, locations, emergency work and/or support services be added to these Agreements if additional services are needed and funding is available in facility's budget. In accordance with Board Policy 5.120, on May 19, 2015 DHS provided the Board with a copy to CEO, the required two-week notice of intent to request a delegation of authority in excess of 10 percent.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability; and Goal 3, Integrated Services Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total annual cost increase for the Amendments to the two existing Agreements and the

successor Agreement is \$1,336,565 with a total annual cost of \$1,839,554. The increase in annual amount by facility for the three Agreements are identified in Attachment B.

The total potential annual increase under the 40 percent delegated authority for the Agreement is \$735,822 and would be funded using existing resources.

Funding is included in the DHS Fiscal Year (FY) 2015-16 Recommended Budget and will be requested in future years' budgets as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Acceletronics

The Board approved an Agreement with Acceletronics on June 1, 2010 for the provision of preventive maintenance and repair services for the linear accelerator at H-UCLA MC. A subsequent amendment extended the term through June 30, 2015. H-UCLA MC has requested an additional two-year extension with this Contractor, as they are in the process of rebuilding the Waveguide along with providing specialized on-going maintenance and support for the linear accelerator.

Steris

The Board approved an Agreement with Steris on June 17, 2003 for the maintenance and repair services of sterilizers in various DHS facilities. Subsequent amendments extended the term through June 30, 2017 to ensure coverage of additional Steris equipment coming off of original purchase warranties.

Siemens

The County has a long standing relationship with Siemens for maintenance and repair services of its medical imaging equipment. As additional Siemens equipment has been purchased, the Agreement has been augmented to ensure maintenance and repair coverage when items come off the original purchase warranty. Subsequent amendments extended the term of the Siemens Agreement through June 30, 2015.

Under the recommended successor Agreement, Siemens will provide a full range of preventive maintenance and repair services, as well as periodic software and hardware upgrades and updates to the imaging equipment.

In exchange for a 15 percent discounted price on a multi-year contract, as well as upgrades to equipment, a sliding scale early cancellation fee was negotiated with Siemens in the event the County terminates the Agreement for convenience during the first three years of the successor Agreement. Due to the long term relationship with Siemens, DHS does not anticipate that the Agreement would be terminated in the next three years. The discounted price and upgrades to equipment outweigh the minimal risk associated with the early cancellation fee. The successor Agreement contains a negotiated limitation of liability clause for direct damages up to two times the entire annual Agreement cost. The limitation of liability does not apply to claims for bodily injuries (including death), damages to real or tangible personal property (including damage to the Equipment covered by this Agreement), breach of confidentiality or the Business Associate Agreement, intellectual property infringement claims to the extent caused by or arising from the acts or omissions of a party or Siemens' indemnification obligations. The early cancellation fee and limitation of liability have been approved by County Counsel and reviewed by the Chief Executive Office's Risk

Management Office. DHS has made the business decision to accept these changes as the risk to the County is minimal compared to the added value of the long term Agreement.

All Agreements

The Agreements include all Board of Supervisors' required provisions.

The services provided under all of the Agreements, are highly specialized and cannot be provided by County staff. Further, these services are only needed on a part-time and intermittent basis. Therefore, the Agreements are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201) and are exempt from Proposition A (Los Angeles County Code Chapter 2.121).

County Counsel has approved Exhibits I, II and III as to form.

CONTRACTING PROCESS

Steris and Siemens are the Original Equipment Manufacturers (OEM) for maintenance, and as such, are the provider of services for their brands of medical equipment. OEMs use proprietary technology in their equipment to ensure that their competitors cannot service the equipment or limit the availability of parts to the third party. When the original purchase warranty expires, the best option is to contract with the OEM to ensure that the equipment is maintained in accordance with equipment specifications. Another benefit to contracting with the OEM is the guarantee of faster access to OEM parts when repair services, especially for emergencies, are needed.

DHS previously determined that Acceletronics was one of only two firms that could perform the linear accelerator maintenance. Given the age of the equipment, small annual dollar value of the Agreement and the willingness of Acceletronics to continue servicing the equipment, DHS is recommending extension of the current Agreement for two years instead of conducting a competitive solicitation process.

Attachment A is the sole source checklist for the successor Siemens Agreement in compliance with Board Policy 5.100.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS to obtain ongoing critical equipment maintenance and repair services for medical facility operations and direct patient care.

The Honorable Board of Supervisors

6/9/2015

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Respectfully submitted,

A handwritten signature in black ink, reading "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

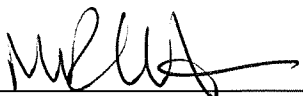
Director

MHK:al

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

SOLE SOURCE CHECKLIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
√	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives. <i>Siemens is the Original Equipment Manufacturer (OEM) for maintenance, and as such, is the provider of services for their brands of medical equipment. OEMs use proprietary technology in their equipment to ensure that their competitors cannot service the equipment or limit the availability of the parts to the third party.</i>
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	➤ Other reason. Please explain:
<div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;">  _____ Manager, CEO </div> <div style="text-align: center;"> 5/26/15 _____ Date </div> </div>	

DEPARTMENT OF HEALTH SERVICES
Equipment Maintenance & Repair Services Agreement

Acceletronics West, Inc.*	Annual Amount	One-time Amount
Harbor-UCLA MC		
Preventive Maintenance and Repair Service Cost	\$ 26,000	
One Time Cost for Additional Services		\$ 43,000
Total Annual Amount	\$ 26,000	
Total potential annual increase under 40% delegated authority	\$ 10,400	

Steris Corporation*	Annual Amount
Current Total Maximum Annual Obligation	\$ 502,989
Increase in Maximum Obligation	
High Desert Regional Health Center	\$ 59,678
Total Annual Maximum Obligation	\$ 562,667
Total potential annual increase under 40% delegated authority	\$ 225,067

Siemens Medical Solutions USA, Inc.**	Annual Amount
High Desert Regional Health Center	\$ 256,529
LAC+USC Medical Center	\$ 679,037
Olive View-UCLA Medical Center	\$ 315,321
Total Annual Amount	\$ 1,250,887
Total potential annual increase under 40% delegated authority	\$ 500,355

Increase in Total Annual Amount	\$ 1,336,565
Total Annual Amount	\$ 1,839,554
Total potential annual increase under 40% delegated authority for all Agreement	\$ 735,822

*Term of Agreement - July 1, 2015 through June 30, 2017

**Term of Agreement - July 1, 2015 through June 30, 2023

Agreement No.: H-704372

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this ____ day of _____, 2015.

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

ACCELETRONICS WEST, INC.
(hereafter "Contractor").

Business Address:
602 Gordon Drive
Exton, PA 19341

WHEREAS, reference is made to that certain document entitled, "AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND ACCELETRONICS WEST, INC. FOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES," dated June 1, 2010, and further identified as County Agreement No. H-704372 thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 16, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval.
2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

"1. TERM:

A. The term of this Agreement shall commence on July 1, 2010, and shall continue in full force and effect to midnight June 30, 2017, unless sooner canceled or terminated as provided herein.

B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.”

3. Agreement, Paragraph 5, Maximum Obligation of County, shall be deleted in its entirety and replaced as follows:

"5. MAXIMUM OBLIGATION OF COUNTY:

A. The maximum cost to County for all services described in this Agreement shall not exceed Twenty-Four Thousand Dollars (\$24,000) annually for the period of July 1, 2010 through June 30, 2015. Notwithstanding the above statement, services and repairs provided under the annual rate shall exclude the additional work described in this Paragraph 5, Subparagraphs B, C, and E and as described in Exhibit A, Statement of Work, Paragraph 7.

B. The maximum cost to County for all services described in this Agreement shall not exceed Twenty-Six Thousand Dollars (\$26,000) annually for the period of July 1, 2015 through June 30, 2017. Notwithstanding the above statement, services and repairs provided under the annual rate shall exclude the additional work described in this Paragraph 5, Subparagraphs B, C, and E and as described in Exhibit A, Statement of Work, Paragraph 7.

C. In 2013, through the authority delegated to the Department of Health Services and pursuant to the terms and conditions of this Agreement, Contractor provided a rebuilt Waveguide and replaced the 3-Port Circulator for a maximum not-to-exceed cost of Twenty-Four Thousand Dollars (\$43,000).

D. If in the judgment of County a rebuilt Waveguide is necessary and/or the 3-Port Circulator must be replaced again, County will direct Contractor to perform such work through a written notification and it shall be at the cost listed on Exhibit B-1, but under no circumstance shall the cost of these two items combined exceed an additional expenditure of Forty-Three Thousand Dollars (\$43,000).

E. Contractor shall maintain a system of recordkeeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

F. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional out of scope maintenance and repair services are needed and may adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for out of scope, as needed repair emergency services, and/or if equipment is added to any Medical Facility."

4. Agreement, Exhibit B, Pricing Schedule, shall be modified to add Exhibit B-2, attached hereto and incorporated herein by reference.
6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

[illegible]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County’s Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

STERIS CORPORATION

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By _____
James Johnson
Senior Associate County Counsel

**EXHIBIT B-2
PRICING SCHEDULE**

ACCELETRONICS WEST, INC.

Preventive Maintenance and Repair Services for Medical Linear Accelerator

Harbor-UCLA Medical Center

July 1, 2015 through June 30, 2017

PREVENTIVE MAINTENANCE AND REPAIR – PARTS INCLUDED

Services hours: Monday through Friday, 8:00 a.m. to 9:00 p.m.

EQUIPMENT TYPE	ANNUAL COST
Medical Linear Accelerator NCN*	\$26,000

ADDITIONAL SERVICES subject to the Terms of Agreement, Paragraph 5

EQUIPMENT TYPE	ONE-TIME COST
Rebuilt Waveguide	\$35,000***
3-Port Circulator Replacement (used and pending availability)	\$8,000

Hourly Rate/Travel Rates

After-hour rates (9:00 p.m. to 8:00 a.m., Monday through Friday, Weekends, and County Holidays): Labor - \$340 per hour (minimum billing charge is 2 hours)

Travel (portal to portal): \$240 per hour

* Excluded Parts: Glassware, Vacuum components, Waveguide, Klystron, Bend Magnet, Magnetron, Thyatron, Electron Gun, Target, Energy Switch, Io Chambers, Bellows, Flight Tube, Vacuum Pumps, and 3-Port Circulator.

** Parts sales outside of the contract, including Excluded Parts, will be billed 50% upon initial request and 50% upon delivery with a lead-time.

*** Includes reimbursement for core return.

PREVENTATIVE MAINTENANCE SERVICES AGREEMENT

Amendment No. 7

THIS AMENDMENT is made and entered into this _____ day of _____, 2015,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

STERIS CORPORATION
(hereafter "Contractor").

Business Address:
5960 Heisly Road
Mentor, OH 44060

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE SERVICES AGREEMENT," dated June 17, 2003, and further identified as County Agreement No. H-300538 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to increase the maximum obligation and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 18, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval.
2. Agreement, Paragraph 5, Maximum Obligation of County, Subparagraph M shall be deleted in its entirety and replaced with the following:

"M. The annual maximum obligation of County for all services provided hereunder shall not exceed Five Hundred Two Thousand, Nine Hundred Eighty-Nine Dollars (\$502,989) annually for the period of July 1, 2012 through June 30, 2015."

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

STERIS CORPORATION

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By _____
James Johnson
Senior Associate County Counsel

SCHEDULE 4

Amendment #7

STERIS CORPORATION
Effective July 1, 2015 through June 30, 2017
SUMMARY

DEPARTMENT OF HEALTH SERVICES	TOTAL ANNUAL COST	EFFECTIVE DATE
Harbor-UCLA Medical Center	\$26,870	
LAC+USC Medical Center	\$350,450	
Olive View-UCLA Medical Center	\$19,779	
Rancho Los Amigos National Rehabilitation Center	\$41,753	
Martin Luther King, Jr. MACC	\$24,750	
High Desert MACC	\$59,678	7/1/2015
Hubert H. Humphrey Comprehensive Health Center	\$3,994	
H. Claude Hudson Comprehensive Health Center	\$12,255	
Edward R. Roybal Comprehensive Health Center	\$8,400	
El Monte Comprehensive Health Center	\$14,737	
ANNUAL TOTAL OF ALL FACILITIES	\$562,667	

Billed monthly in arrears

SCHEDULE 4

STERIS CORPORATION
Effective July 1, 2015 through June 30, 2017

HARBOR-UCLA MEDICAL CENTER						
Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
1	B401200080	3085SP MAJOR SURGICAL TABLE	Comprehensive	2	\$98	\$1,177
2	B417201021	3085SP MAJOR SURGICAL TABLE	Comprehensive	2	\$98	\$1,177
3	B401200081	3085SP MAJOR SURGICAL TABLE	Comprehensive	2	\$98	\$1,177
4	B416901002	3085SP MAJOR SURGICAL TABLE	Comprehensive	2	\$98	\$1,177
5	B417201019	3085SP MAJOR SURGICAL TABLE	Comprehensive	2	\$98	\$1,177
6	B417201020	3085SP MAJOR SURGICAL TABLE	Comprehensive	2	\$98	\$1,177
7	B401200031	3085SP MAJOR SURGICAL TABLE	Comprehensive	2	\$98	\$1,177
8	B401200074	3085SP MAJOR SURGICAL TABLE	Comprehensive	2	\$98	\$1,177
9	B401194027	3080SP MAJOR SURGICAL TABLE	Comprehensive	2	\$98	\$1,177
10	3604501003	REL 444 WSHR SGL M DR 208	Comprehensive	4	\$261	\$3,126
11	011829905	3017 100% EO GAS STER (Dept. EO RM)	Comprehensive	2	\$446	\$5,347
12	011829906	3017 100% EO GAS STER (Dept. ETO RM)	Comprehensive	2	\$446	\$5,347
13	IG031013	EO DISPOSER	Comprehensive	2	\$205	\$2,455
HARBOR-UCLA - TOTAL COST						\$26,870

Comprehensive Coverage - Includes Parts and Labor

SURGICAL tzabala@ladhs.org
IPT tzabala@ladhs.org

SCHEDULE 4

STERIS CORPORATION Effective July 1, 2015 through June 30, 2017

LAC+USC MEDICAL CENTER						
Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
1st Floor, IP Building						
1	3613906001	220L Cart Washer PIT MTD	Comprehensive	4	\$737.00	\$8,844
2	3613606001	220L Cart Washer PIT MTD	Comprehensive	4	\$737.00	\$8,844
	ORAPAR256489624	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489669	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489621	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489622	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489623	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489625	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	0415705031	Flexmatic Sink, Single, w/sensor no timer	Comprehensive		\$37.50	\$450
	0415705028	Flexmatic Sink, Single, w/sensor no timer	Comprehensive		\$37.50	\$450
3rd Floor, IP Building						
	0414605092	Flexmatic Sink, Single, w/sensor no timer	Comprehensive		\$37.50	\$450.00
	0415109061	Flexmatic Sink, Single, w/sensor no timer	Comprehensive		\$37.50	\$450.00
	0415705033	Flexmatic Sink, Single, w/sensor no timer	Comprehensive		\$37.50	\$450.00
	0415705032	Flexmatic Sink, Single, w/sensor no timer	Comprehensive		\$37.50	\$450.00
	ORAPAR22154521887	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR22154521889	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR22154521881	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR256441811	SQ240 Light x2, w/1 VIC, & Ctr Mount	Comprehensive		\$65.63	\$787.50
	D060105	Beacon Medaes Adjustable Gas Boom	Comprehensive		\$50.63	\$607.50
	D060104	Beacon Medaes Adjustable Gas Boom	Comprehensive		\$50.63	\$607.50
	ORAPAR256441812	SQ240 Light x2, w/1 VIC, & Ctr Mount	Comprehensive		\$65.63	\$787.50
	D060103	Beacon Medaes Adjustable Gas Boom	Comprehensive		\$50.63	\$607.50
	D060102	Beacon Medaes Adjustable Gas Boom	Comprehensive		\$50.63	\$607.50
	ORAPAR22154521781	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR22154521885	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR22154521881	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR22154521883	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR22154521886	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR22154521941	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR22154521884	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR22154521882	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	ORAPAR22154521881	LD 202 Lights x2	Comprehensive		\$65.63	\$787.50
	0416105043	Blanket Warming Cabinet, wall mounted, w/no lock	Comprehensive		\$41.25	\$495.00
	0415905019	Flexmatic Sink, Double, w/sensor no timer	Comprehensive		\$37.50	\$450.00
	0415305080	Flexmatic Sink, Double, w/sensor no timer	Comprehensive		\$37.50	\$450.00
	011250522	16" Century Single Pwr door, Gravity				
5th Floor, IP Building						
	0415205002	Flexmatic Sink, Single, w/sensor no timer	Comprehensive		\$37.50	\$450.00
	ORAPAR256489629	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489661	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50

Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
2nd Floor						
3	B403008063	3085 BATTERY-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	Comprehensive	2	\$79.08	\$949
4	B408408049	3085 BATTERY-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	Comprehensive	2	\$79.08	\$949
5	B415508150	3085 BATTERY-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	Comprehensive	2	\$79.08	\$949
6	0415905027	SONIC CONSOLE W/SPECIAL RINSE OPTION	Comprehensive	2	\$263.42	\$3,161
7	011270503	60 IN. PLATFORM PREVAC STERILIZER, SGL HINGE, STM,REC, LH, 480V	Comprehensive	2	\$340.25	\$4,083
8	011330502	60 IN. PLATFORM PREVAC STERILIZER, SGL HINGE, STM,REC, LH, 480V	Comprehensive	2	\$340.25	\$4,083
9	011340501	60 IN. PLATFORM PREVAC STERILIZER,SGL HINGE,STM,REC,LH,480V	Comprehensive	2	\$340.25	\$4,083
10	011400523	60 IN. PLATFORM PREVAC STERILIZER, SGL HINGE, STM,REC, LH, 480V	Comprehensive	2	\$340.25	\$4,083
11	011410502	60 IN. PLATFORM PREVAC STERILIZER, SGL HINGE, STM,REC, LH, 480V	Comprehensive	2	\$340.25	\$4,083
4	B403008063	3085 BATTERY-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	Comprehensive	2	\$446.94	\$5,363
5	3612405006	REL 444 WSHR DBL P DR 460	Comprehensive	4	\$466.92	\$5,603
6	3612505004	REL 444 WSHR DBL P DR 460	Comprehensive	4	\$466.92	\$5,603
7	3612505006	REL 444 WSHR DBL P DR 460	Comprehensive	4	\$466.92	\$5,603
8	3613006001	220L CART WASHER PIT MTD	Comprehensive	4	\$737.00	\$8,844
9	3610106004	RELIANCE 777 WASHER L-R	Comprehensive	4	\$1,191.31	\$14,296
10	3610906002	RELIANCE 777 WASHER L-R	Comprehensive	4	\$1,191.31	\$14,296
1st Floor, D&T Building (ER)						
	ORAPAR256496215	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106110	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	0413105034	Flexmatic Sink Single w/sensor no timer	Comprehensive		\$37.50	\$450.00
	ORAPAR2564962117	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106108	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	ORAPAR2564962112	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106111	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	0414405088	Flexmatic Sink Triple w/sensor no timer	Comprehensive		\$37.50	\$450.00
	ORAPAR2564962111	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106103	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	0406705050	Flexmatic Sink Double w sensor no timer	Comprehensive		\$37.50	\$450.00
	ORAPAR256496213	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106105	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	ORAPAR2564962110	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106106	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	0413105092	Flexmatic Sink Double w/sensor no timer	Comprehensive		\$37.50	\$450.00
	ORAPAR256496214	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106107	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	ORAPAR256496211	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106104	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	0413705080	Flexmatic Sink Double w/sensor no timer	Comprehensive		\$37.50	\$450.00
	ORAPAR256496216	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106112	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	ORAPAR256496218	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106109	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	0415105038	Flexmatic Sink Triple w/sensor no timer	Comprehensive		\$37.50	\$450.00

Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
	ORAPAR256496212	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106113	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	ORAPAR2564962120	SQ240 Single Ctr Mount w/two light heads and VIC	Comprehensive		\$65.63	\$787.50
	0404106102	Harmony Boom DA70	Comprehensive		\$50.63	\$607.50
	0413105036	Flexmatic Sink Single w/sensor no timer	Comprehensive		\$37.50	\$450.00
1st Floor, D&T Building						
	0416105041	Blanket Warming Cabinet, wall mounted, w/lock	Comprehensive		\$41.25	\$495.00
	0416105040	Blanket Warming Cabinet, wall mounted, w/lock	Comprehensive		\$41.25	\$495.00
	0416105039	Blanket Warming Cabinet, wall mounted, w/lock	Comprehensive		\$41.25	\$495.00
	0416105038	Blanket Warming Cabinet, wall mounted, w/lock	Comprehensive		\$41.25	\$495.00
	0415305087	Blanket Warming Cabinet, wall mounted, w/lock	Comprehensive		\$41.25	\$495.00
3rd Floor, D&T Building						
	0416405056	Flexmatic Sink Double w/sensor no timer	Comprehensive		\$37.50	\$450.00
	0413705074	Flexmatic Sink Double w/sensor no timer	Comprehensive		\$37.50	\$450.00
	0417405022	LD 202 Light on wall control 1	Comprehensive		\$65.63	\$787.50
	0415805172	LD 202 Light on wall control 2	Comprehensive		\$65.63	\$787.50
	0416205028	LD 202 Light on wall control 1	Comprehensive		\$65.63	\$787.50
	0416805024	LD 202 Light on wall control 2	Comprehensive		\$65.63	\$787.50
	0416805023	LD 202 Light on wall control 1	Comprehensive		\$65.63	\$787.50
	0416805021	LD 202 Light on wall control 2	Comprehensive		\$65.63	\$787.50
4th Floor, D&T Building						
22	403906106	Tandem CS DA80/DA80	Comprehensive	2	\$12.78	\$153
23	403906108	Tandem CS DA80/DA80	Comprehensive	2	\$12.78	\$153
24	403906109	Tandem CS DA80/DA80	Comprehensive	2	\$12.78	\$153
25	403906107	Tandem CS DA80/DA80	Comprehensive	2	\$12.78	\$153
26	403906105	Tandem CS DA80/DA80	Comprehensive	2	\$12.78	\$153
	0416805027	LD 202 Light on wall control 1	Compprehensive		\$65.63	\$787.50
	0416805033	LD 202 Light on wall control 2	Compprehensive		\$65.63	\$787.50
	0416805029	LD 202 Light on wall control 1	Compprehensive		\$65.63	\$787.50
	0416205010	LD 202 Light on wall control 2	Compprehensive		\$65.63	\$787.50
	0415805163	LD 202 Light on wall control 1	Compprehensive		\$65.63	\$787.50
	0416805028	LD 202 Light on wall control 2	Compprehensive		\$65.63	\$787.50
	0415705030	Flexmatic Sink Single w/sensor no timer	Compprehensive		\$37.50	\$450.00
	0413105090	Flexmatic Sink Double w/sensor no timer	Compprehensive		\$37.50	\$450.00
	0415705029	Flexmatic Sink Single w/sensor no timer	Compprehensive		\$37.50	\$450.00
	ORAPAR256489627	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Compprehensive		\$65.63	\$787.50
	D060109	Beacon Medaes Adjustable Gas Boom	Compprehensive		\$50.63	\$607.50
	D060106	Beacon Medaes Adjustable Gas Boom	Compprehensive		\$50.63	\$607.50
	ORAPAR256489628	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Compprehensive		\$65.63	\$787.50
	D060108	Beacon Medaes Adjustable Gas Boom	Compprehensive		\$50.63	\$607.50
	D060107	Beacon Medaes Adjustable Gas Boom	Compprehensive		\$50.63	\$607.50
5th Floor, D&T Building (OR - Sterile Center Core)						
27	0403706015	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
28	0403706016	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
29	0404606054	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
30	0404606055	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
31	0404606056	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
32	0404606057	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
33	0404606058	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
34	0404606059	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
35	0404606060	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
36	0404606061	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
37	0404706056	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
38	0404706057	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460

Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
39	0404706058	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
40	0404706059	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
41	0404706060	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
42	0404706061	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
43	0404706062	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
44	0404706063	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
45	0404706064	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
46	0404706065	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
47	0404706066	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
48	0404706067	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
49	0404706068	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
50	0404706069	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
51	0404706070	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
52	0404706071	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
53	0405506038	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
54	0405506039	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
55	0405506040	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
56	0405506041	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
57	0405506042	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
58	0405506043	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
59	0405506044	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
60	0405506045	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
61	0405506046	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
62	0405506047	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
63	0405506048	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
64	0405506049	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
65	0405506050	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
66	0405506051	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
67	0405506052	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
68	0405506053	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
69	0405906001	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
70	0405906002	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
71	0405906003	Harmony EMS Boom DF70	Comprehensive	2	\$38.33	\$460
72	0406606065	Harmony EMS Boom DA80	Comprehensive	2	\$38.33	\$460
73	0406606081	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
74	0406606082	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
75	0406706021	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
76	0406706022	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
77	0406706033	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
78	0406706034	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
79	0406706035	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
80	0406706036	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
81	0406706037	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
82	0406706038	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
83	0406806001	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
84	0406906033	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
85	0406906034	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
86	0406906035	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
87	0406906036	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
88	0406906037	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
89	0406906038	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
90	0406906071	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
91	0406906072	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
92	0406906073	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
93	0406906074	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
94	0406906075	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
95	0406906076	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
96	0407406046	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460
97	0407406047	Harmony EMS Boom DA70	Comprehensive	2	\$38.33	\$460

Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
98	0406506005	Harmony Tandem EMS Boom DF70	Comprehensive	2	\$49.17	\$590
99	0406506003	Harmony Tandem EMS Boom DF70	Comprehensive	2	\$49.17	\$590
100	0406506004	Harmony Tandem EMS Boom DF70	Comprehensive	2	\$49.17	\$590
101	ORAPAR256500015	Harmony LA 500 w/three light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
102	ORAPAR256500022	Harmony LA 500 w/three light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
103	ORAPAR256500041	Harmony LA 500 w/three light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
104	ORAPAR256507411	Harmony LA 500 w/one light head	Comprehensive	2	\$49.17	\$590
105	ORAPAR256511211	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
106	ORAPAR2565112110	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
107	ORAPAR2565112111	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
108	ORAPAR2565112112	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
109	ORAPAR2565112113	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
110	ORAPAR2565112114	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
111	ORAPAR2565112115	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
112	ORAPAR2565112116	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
113	ORAPAR2565112117	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
114	ORAPAR256511212	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
115	ORAPAR256511213	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
116	ORAPAR256511214	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
117	ORAPAR256511215	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
118	ORAPAR256511216	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
119	ORAPAR256511217	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
120	ORAPAR256511218	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
121	ORAPAR256511219	Harmony LA 500 w/two light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
122	ORAPAR256602313	Harmony LA 500 w/three light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
123	ORAPAR256602332	Harmony LA 500 w/three light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
124	ORAPAR256604512	Harmony LA 500 w/three light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
125	ORAPAR256604522	Harmony LA 500 w/three light heads and a Monitor Arm	Comprehensive	2	\$49.17	\$590
126	C400308053	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
127	C430207047	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
128	C407108025	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
129	C428207065	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
130	C430307024	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
131	C431607018	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
132	C430307027	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
133	C426108043	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
134	C431107084	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
135	C430207043	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
136	C401708122	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
137	C428107045	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
138	C424908034	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
139	C433707050	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
140	C431107089	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
141	C428207066	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
142	C430307025	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
143	C428107047	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
144	C430207046	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
145	C428207070	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
146	C426108042	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
147	C428207068	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
148	C428107046	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
149	C430207048	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
150	C407108024	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
151	C430307031	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Comprehensive	2	\$87.08	\$1,045
152	0402606015	Sonic Cleaner no console	Comprehensive	2	\$132.17	\$1,586
153	0403606113	Sonic Cleaner no console	Comprehensive	2	\$132.17	\$1,586
154	010980511	16" Century Prevac Power Single Door	Comprehensive	2	\$350.33	\$4,204
155	011320508	16" Century Prevac Power Single Door	Comprehensive	2	\$350.33	\$4,204
156	011310511	16" Century Prevac Power Single Door	Comprehensive	2	\$350.33	\$4,204
157	011010504	16" Century Prevac Power Single Door	Comprehensive	2	\$350.33	\$4,204
158	011250556	16" Century Prevac Power Single Door	Comprehensive	2	\$350.33	\$4,204

Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
159	011320511	16" Century Prevac Power Single Door	Comprehensive	2	\$350.33	\$4,204
160	011310532	16" Century Prevac Power Single Door	Comprehensive	2	\$350.33	\$4,204
161	011310510	16" Century Prevac Power Single Door	Comprehensive	2	\$350.33	\$4,204
162	011260508	16" Century Prevac Power Single Door	Comprehensive	2	\$350.33	\$4,204
163	011230509	20" Century Prevac Power Double Door	Comprehensive	2	\$392.08	\$4,705
164	011150527	20" Century Prevac Power Double Door	Comprehensive	2	\$392.08	\$4,705
	0414305007	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0414505041	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415905023	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0414305002	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0413705075	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0414305009	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415905022	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415905020	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415305084	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0413705082	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415905017	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0413705077	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0413705078	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415105039	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415905021	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415305081	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415305085	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0414305008	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0413705081	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0414305004	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415905018	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0413105091	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0414305005	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0415205003	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
	0413105088	Flexamatic Double Scrub Sink w/Sensor no timer	Comprehensive		\$37.50	\$450.00
1st Floor, OP Building (Clinic)						
	ORAPAR256489667	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489626	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
3rd Floor, OP Building						
19	B423808031	3085 BATTERY-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	Comprehensive	2	\$79.08	\$949
20	B408408055	3085 BATTERY-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	Comprehensive	2	\$79.08	\$949
21	011230510	16 IN. CENT SCI SGL ISO STM R1W 120V SEISMIC STER	Comprehensive	2	\$350.33	\$4,204
	ORAPAR256489666	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	*0416405055	SINGLE SCRUB SINK	Comprehensive		\$37.50	\$450.00
	ORAPAR256489664	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive			\$787.50
	ORAPAR256489663	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489662	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489668	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489665	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
4th Floor, OP Building						
	ORAPAR2168469663	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	ORAPAR256489669	HARMONY LL 500 LH SGL CARDANIC/WALL CONTROLS	Comprehensive		\$65.63	\$787.50
	405809	PACKAGED SYSTEM 1E	Comprehensive	4	\$458	\$5,500

Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
Bronchoscopy, 4th Floor						
	405812	PACKAGED SYSTEM 1E	Comprehensive	4	\$458	\$5,500
7th Floor, OP Building (Lab)						
165	011180504	16 IN. CENT SCI DD ISO STM R1W 120V SEISMIC STER	Comprehensive	2	\$304.17	\$3,650
Burn Unit						
B5E114	405873	PACKAGED SYSTEM 1E	Comprehensive	4	\$458	\$5,500
B5D113	405870	PACKAGED SYSTEM 1E	Comprehensive	4	\$458	\$5,500
C5D103	405807	PACKAGED SYSTEM 1E	Comprehensive	4	\$458	\$5,500
LAC+USC MC - TOTAL COST						\$350,450

Comprehensive Coverage - Includes Parts and Labor

SURGICAL jhura@dhs.lacounty.gov; mdecatur@dhs.lacounty.gov
 IPT dconnaughton@dhs.lacounty.gov; [jhura@dhs.lacounty.gov](mailto;jhura@dhs.lacounty.gov)

SCHEDULE 4

STERIS CORPORATION
Effective July 1, 2015 through June 30, 2017

OLIVE VIEW-UCLA MEDICAL CENTER						
Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
1	012030412	16X16X26 IN. CENTURY PREVAC STERILIZER	Comprehensive	2	\$356	\$4,278
2	012030416	16X16X26 IN. CENTURY PREVAC STERILIZER	Comprehensive	2	\$356	\$4,278
OLIVE VIEW-UCLA - TOTAL COST						\$8,555
Reserve funds for after hour/emergency repairs						\$11,224
OLIVE VIEW-UCLA - TOTAL						\$19,779

Comprehensive Coverage - Includes Parts and Labor

IPT lwortham@ladhs.org;;tocontreras@dhs.lacounty.gov

SCHEDULE 4

STERIS CORPORATION Effective July 1, 2015 through June 30, 2017

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER						
Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
1	C420508067	CMAX 110 TABLE BATT/LINE PW	Bronze +	2	\$90	\$1,076
3	0417309152	CMAX110 TABLE BATT/LINE PWRD 4 SECT TLT PADS	Bronze +	2	\$98	\$1,173
4	011258910	16X16X26 EII GRAV STER	Bronze +	2	\$184	\$2,213
5	99B59845	CASTLE 133 SMALL VAC SD STM	Bronze +	2	\$209	\$2,508
6	99B59860	CASTLE 133 SMALL VAC SD STM	Bronze +	2	\$209	\$2,508
7	99J60339	CASTLE 133 SMALL VAC SD STM	Bronze +	2	\$209	\$2,508
9	0110984010	STER GRAV 24X36X60EAGLE	Bronze +	2	\$213	\$2,556
10	011279302	24X36X60 PREVAC ST/STG 3	Bronze +	2	\$228	\$2,733
11	011318910	16X16X26 EII WASH STER	Bronze +	2	\$255	\$3,060
12	3622304005	REL 444 WSHR SGL P DR 208	Bronze +	4	\$261	\$3,126
13	429708035	HARMONY LIGHTS	Comprehensive	2	\$80	\$964
14	429708036	HARMONY LIGHTS	Comprehensive	2	\$80	\$964
15	ORAPAR203274031	HARMONY LL DUAL 500 PACKAGE	Comprehensive	2	\$80	\$964
16	ORAPAR203274032	HARMONY LL DUAL 500 PACKAGE	Comprehensive	2	\$80	\$964
17	ORAPAR203274033	HARMONY LL DUAL 500 PACKAGE	Comprehensive	2	\$80	\$964
18	16871	ULTRASONIC CLEANER	Comprehensive	2	\$196	\$2,356
RANCHO - TOTAL COST						\$30,637
Reserve funds for after hour/emergency repairs						\$11,116
RANCHO - TOTAL						\$41,753

Comprehensive Coverage - Includes Parts and Labor

Bronze Coverage - Includes Labor Only

1. PMs and repairs will be performed on all areas that do not require exposure of the "Hot asbestos area" in the ceiling.
2. Any troubleshooting, PM, or repair work necessary in the "Hot asbestos area" must first be deemed safe for human entry in writing by the County of Los Angeles.
3. "ANY" penetrations into the "Hot asbestos area" or other point of entry shall be undertaken by Los Angeles County or their agents. All closure of points of entry shall be undertaken by the aforementioned party or agent.

SURGICAL ltafoya@ladhs.org
IPT ltafoya@ladhs.org

SCHEDULE 4

STERIS CORPORATION
Effective July 1, 2015 through June 30, 2017

MARTIN LUTHER KING, JR. MACC						
Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
1	010340601	Century 26x37.5 Steam Sterilizer-SD	Comprehensive	2	\$350	\$4,205
2	010630601	Century 26x37.5 Steam Sterilizer-SD	Comprehensive	2	\$350	\$4,205
3	010630602	Century 26x37.5 Steam Sterilizer-SD	Comprehensive	2	\$350	\$4,205
4	3600406005	Reliance 444 Load/Unload Module	Comprehensive	4	\$42	\$510
5	3600406006	Reliance 444 Load/Unload Module	Comprehensive	4	\$42	\$510
6	3601706005	Reliance 444 Load/Unload Module	Comprehensive	4	\$42	\$510
7	3603006008	Reliance 444 Load/Unload Module	Comprehensive	4	\$42	\$510
8	3601206005	Reliance Series Synergy Auto Washer	Comprehensive	4	\$421	\$5,047
9	3601706007	Reliance Series Synergy Auto Washer	Comprehensive	4	\$421	\$5,047
MLK MACC - TOTAL COST						\$24,750

Comprehensive Coverage - Includes Parts and Labor

IPT

tgarrit@dhs.lacounty.gov, rtjones@dhs.lacounty.gov

SCHEDULE 4

STERIS CORPORATION

Effective July 1, 2015 through June 30, 2017

HIGH DESERT MACC						
Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Billing	Annual Cost
1	30531308	16"Cent Vac SD 480V CAB	Comprehensive	4	\$445.68	\$5,348.20
2	30561302	20"Cent Vac SD 480V REC	Comprehensive	4	\$445.68	\$5,348.20
3	30561301	20"Cent Vac SD 480V REC	Comprehensive	4	\$445.67	\$5,348.00
4	0312C1463	CAVIWAVE UL TRASONIC Cleaner 15gal	Comprehensive	2	\$133.88	\$1,606.50
5	406334	Package system 1E	Comprehensive	4	\$458.33	\$5,500.00
6	406433	Packaged System 1E	Comprehensive	4	\$458.33	\$5,500.00
7	3604913023	Reliance Endoscope Processor w/Base	Comprehensive	4	\$652.73	\$7,832.75
8	403014091	Steris 4085 Table Bat/Line 110v w/Tilt Pad	Comprehensive	2	\$70.48	\$845.75
9	403014093	Steris 4085 Table Bat/Line 110v w/Tilt Pad	Comprehensive	2	\$70.48	\$845.75
10	403014092	Steris 4085 Table Bat/Line 110v w/Tilt Pad	Comprehensive	2	\$70.48	\$845.75
11	3604913030	Vision (SC) 460-480V,3PH,60HV, Electric	Comprehensive	4	\$545.70	\$6,548.40
12	434012020	WAR CAB STD Solid Dual 24" 120V	Comprehensive	2	\$42.15	\$505.75
13	434012021	WAR CAB STD Solid Dual 24" 120V	Comprehensive	2	\$42.15	\$505.75
14	402813073	Flexmatic-dbl w/ Timer SEIS	Comprehensive	2	\$40.73	\$488.75
15	402813072	Flexmatic-dbl w/ Timer SEIS	Comprehensive	2	\$40.73	\$488.75
16	402813071	Flexmatic-dbl w/ Timer SEIS	Comprehensive	2	\$40.73	\$488.75
		Reserve				\$11,631.00
HIGH DESERT - TOTAL COST						\$59,678.05

Equipment
Added
7/1/2015

Comprehensive Coverage - Includes Parts and Labor

SURGICAL vbueno@dhs.lacounty.gov

SCHEDULE 4

STERIS CORPORATION
Effective July 1, 2015 through June 30, 2017

HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER						
Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
1	010749701	16 IN. CENT VAC SD STM CAB	Comprehensive	2	\$333	\$3,994
H.H. HUMPHREY CHC - TOTAL COST						\$3,994

Comprehensive Coverage - Includes Parts and Labor

IPT

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SCHEDULE 4

STERIS CORPORATION
Effective July 1, 2015 through June 30, 2017

H CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER						
Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
1	012999806	16X16X26 EAGLE WASH/STER	Comprehensive	2	\$464	\$5,571
2	011209803	16 IN. CENT VAC SD	Comprehensive	2	\$557	\$6,684
H CLAUDE HUDSON CHC - TOTAL COST						\$12,255

Comprehensive Coverage - Includes Parts and Labor

IPT mrstewart@dhs.lacounty.gov

SCHEDULE 4

STERIS CORPORATION
Effective July 1, 2015 through June 30, 2017

EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER						
Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
1	11250522	16 IN. CENT GRAV SD STM CAB	Comprehensive	2	\$350	\$4,200
2	11220506	16X16X26 CENTURY GRAV STR	Comprehensive	2	\$350	\$4,200
Edward R. Roybal CHC - TOTAL COST						\$8,400

Comprehensive Coverage - Includes Parts and Labor

IPT tluna-lollie@dhs.lacounty.gov

SCHEDULE 4

STERIS CORPORATION
Effective July 1, 2015 through June 30, 2017

EL MONTE COMPREHENSIVE HEALTH CENTER						
Item No.	Serial #	Equipment Description	Coverage	PM/Year	Monthly Cost	Annual Cost
2	98H59416	Getinge GP 16x16	Comprehensive	2	\$350	\$4,200
3	3622006007	Sonic Engergy Console	Comprehensive	2	\$242	\$2,900
5	GC30498V98	Castle Elec Boiler CAS 20D	Comprehensive	4	\$266	\$3,197
6	98000004658	LS2000 DD STEM Tank HTD	Comprehensive	4	\$370	\$4,440
El Monte CHC - TOTAL COST						\$14,737

Comprehensive Coverage - Includes Parts and Labor

IPT oporras@dhs.lacounty.gov

DEPARTMENT OF HEALTH SERVICES



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SIEMENS MEDICAL SOLUTIONS USA, INC.

FOR

EQUIPMENT MAINTENANCE AND REPAIR SERVICES

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**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SIEMENS MEDICAL SOLUTIONS USA, INC.
FOR
MEDICAL EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Agreement and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County, and Siemens Medical Solutions USA, Inc., hereinafter referred to as Contractor. Siemens Medical Solutions USA, Inc. is located at 221 Gregson Dr., Cary, North Carolina 27511.

RECITALS

WHEREAS, the County may contract with private businesses for medical equipment maintenance services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in the manufacturing and providing medical equipment repair services; and

WHEREAS, this Agreement is authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for Specialized Medical Services; and

WHEREAS, County has determined that it is legal, feasible and cost-effective to contract for maintenance and repair services; and

WHEREAS, County has determined that the services to be provided under this Agreement are of a technical nature to the extent that DHS is unable to recruit qualified personnel with the requisite training, knowledge, or experience to perform such services; and

WHEREAS, Contractor is authorized under the laws of the State of California to engage in the business of providing preventive maintenance and repair services for medical equipment, and possesses the competence, expertise, and personnel necessary to provide such services described hereunder; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, N, O, and P are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing and Equipment Schedule
- 1.3 EXHIBIT D - Contractor's EEO Certification
- 1.4 EXHIBIT E - County's Administration
- 1.5 EXHIBIT F - Contractor's Administration
- 1.6 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
- 1.7 EXHIBIT H - Jury Service Ordinance
- 1.8 EXHIBIT I - Safely Surrendered Baby Law
- 1.9 EXHIBIT N - Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.10 EXHIBIT O - Charitable Contributions Certification
- 1.11 EXHIBIT P – Medical Health Screening

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Agreement:** This contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Exhibit A - Statement of Work.
- 2.2 Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into this Agreement with the County to perform or execute the work covered by the Exhibit A - Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.4 Day(s):** Calendar day(s) unless otherwise specified.
- 2.5 DHS:** Department of Health Services.
- 2.6 Director:** Director of Health Services or his/her authorized designee.
- 2.7 Facility:** Medical Centers, Rehabilitation Centers, Health Centers, or Outpatient Centers all within Department of Health Services.
- 2.8 Facility Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the Facility's Project Manager.
- 2.9 Facility Project Manager:** Person designated by Facility's Project Director to manage the operations under this Agreement.
- 2.10 Facility Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contract.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement or as approved by County pursuant to written amendment, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be 8 years for the period commencing July 1, 2015, and shall continue in full force and effect to and include June 30, 2023, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

- 5.1 The Contractor shall be paid in accordance with Exhibit B – Pricing and Equipment Schedule.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval, which approval shall not be unreasonably withheld or delayed.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit D - County's Administration.

5.4 No Payment for Services Provided Following Expiration/Termination of Agreement

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall promptly notify County and shall promptly repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B – Pricing and Equipment Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Pricing and Equipment Schedule.
- 5.5.3 The Contractor's invoices or service reports shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly service contract invoices to the County by the 15th calendar day of the month

following the month of service. Invoice for Additional Services will be submitted following completion of work.

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld or delayed.

5.6 Maximum Obligation of County

- 5.6.1 The total annual amount of County for all services provided hereunder shall not exceed One Million, Two Hundred Fifty Thousand, Eight Hundred Eighty Seven Dollars (\$1,250,887) for period July 1, 2015 through June 30, 2023.
- 5.6.2 During the term of this Agreement, the Director, or his/her designee, may amend Exhibit B – Pricing and Equipment Schedule if additional maintenance and repair services and professional services are needed to adjust the total annual amount by no more than forty percent (40%) of the total annual amount of Fiscal Year 2015-2016 for unforeseen, needed maintenance and repair services, and/ or if equipment is added/removed to/from any Medical Facility. To implement such a change, a written amendment to the Agreement must be formally executed by the parties.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 FACILITY'S PROJECT DIRECTOR

Responsibilities of the Facility Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 FACILITY'S PROJECT MANAGER

6.2.2 The responsibilities of the Facility's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.3 The Facility's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 FACILITY'S PROJECT MONITOR

The Facility's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the Facility's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with Facility's Project Manager and Facility's Project Monitor on a regular basis.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

- 7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement with a photo identification badge.
- 7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 INTENTIONALLY DELETED.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.5.1 At the discretion of the County, all Contractor staff performing work under this Agreement may be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County may perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to

the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

- 7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 CONFIDENTIALITY

- 7.6.1 Contractor shall maintain the confidentiality of all confidential and proprietary records and information of County, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. The obligations of confidentiality shall not apply to any information which: (a) is already in the public domain at the time of disclosure through no breach of this Agreement by Contractor; (b) was, as between Contractor and the County, lawfully in Contractor's possession prior to receipt from County, without obligation of confidentiality; (c) is received by Contractor independently from a third party free to lawfully disclose such information to Contractor; (d) is subsequently independently developed by Contractor, without use of County's confidential information, as evidenced by Contractor's business records; (e) is disclosed by County to a third party without any obligation of confidentiality; or (f) is required by law, regulation or court order to be disclosed, provided, however, Contractor shall give County prompt written notice of the intended disclosure to enable County to seek a protective order or otherwise prevent or restrict such disclosure and, if disclosed, the scope of such disclosure is limited to the extent possible.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all third

party claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, reasonable defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as reasonably determined by County. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense as determined by County in its sole but reasonable judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all its officers, employees, agents and subcontractors providing services hereunder of their obligation to maintain the confidentiality of County's confidential information obtained by Contractor under this Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G.

7.7 INTENTIONALLY OMITTED

7.8 STAFF PERFORMANCE UNDER THE INFLUENCE

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any agreed upon change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his /her designee. Notwithstanding the above, no Amendment shall govern unless it is mutually executed by the County and Contractor.
- 8.1.3 Intentionally Deleted.
- 8.1.4 The Director or his/her designee, may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer. Notwithstanding the above, no Amendment shall govern unless it is mutually executed by the County and Contractor. To implement such changes, an Amendment to the Agreement shall be prepared by County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.5 The Director or his/her designee may amend Exhibit B – Pricing and Equipment Schedule to add or delete equipment inventory or add or delete County facilities, subject to an Amendment to be signed by both parties.

- 8.1.6 The Director or his/her designee may increase the annual maximum obligation by up to 40% of the total maximum obligation of Agreement annually to accommodate increase in cost due to additional service and equipment inventory. To implement such a change a written Amendment to the Agreement must be formally executed by the parties.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County (which consent shall not be unreasonably withheld or delayed), in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor (unless otherwise in accordance with Sub-paragraphs 8.2.1 or 8.2.2), whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same

remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions and shall only apply prospectively from the date such notice is received by Contractor. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, or any employees, or independent contractors providing services hereunder is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, or any employees, or independent contractors of any subcontractor providing services hereunder is currently suspended, debarred, ineligible, or excluded from securing

federally funded contracts. Contractor shall promptly notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.6.1 Within 30 business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 15 business days for County approval.
- 8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- 8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.7 Copies of all written responses shall be sent to the Facility's Project Manager within 15 business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other industry best practices standards that apply to the Contractor's services under this Agreement. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, reasonable defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as reasonably determined by County. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole but reasonable judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7.3 Facilities Rules and Regulations

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such

persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS - ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

- 8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records, in accordance with applicable laws, during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination

laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, as determined by a court of competent jurisdiction or by a state or federal agency with jurisdiction over discrimination-related matters, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 Anti-discrimination in Services:

Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

- 8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-

paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall promptly make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 INTENTIONALLY OMITTED

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance

under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made promptly after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as reasonably determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
- 8.19.3 County reserves the right to make any repairs which Director reasonably determines to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor

shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement by or on behalf of Contractor.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided

hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 FORCE MAJEURE

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the reasonable control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

8.24.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the reasonable control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.24.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of

California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor may create, have access to, receive, maintain, or transmit Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or

connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all third party, demands, actions, liabilities, losses, fees, costs, and expenses (including reasonable attorney and expert witness fees), to the extent arising from and/or relating to Contractor's performance under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) reasonably satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Additional Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. If the renewal certificates do not evidence the required insurance coverage, the

County shall have the right to request a copy of the pertinent insurance policy.

- Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any material change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or material policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E

Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any material change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or material policy change. Failure to provide written notice of cancellation or any material change in Required Insurance may constitute

a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.29.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.29.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with

each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds, on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The Contractor shall have the right to maintain policy deductibles and SIRs under its insurance policies. Contractor shall be financially responsible for any and all deductibles and SIRs applicable to its insurance policies as respects the County. The Contractor shall maintain the collateral required by its insurance carriers as respects the policies stipulated herein.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Intentionally Omitted.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and reasonably adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. Any adjustments must be mutually agreed upon by Contractor in order to take effect.

8.30 INSURANCE COVERAGE

8.30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.30.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 LIMITATION OF LIABILITY

8.32.1 Except as set forth in Section 8.32.3 below, Contractor's entire liability and the County's exclusive remedy for any direct damages incurred by the County from any cause whatsoever, and regardless of the form of action, arising under this Agreement or related hereto, shall not exceed an amount equal to two (2) times total annual cost for services at the time the cause of action arose.

8.32.2 Except as set forth in Subparagraph 8.32.3 below, in no event will either party be liable to the other for any lost profits, lost savings, lost revenues, loss of use or downtime (except as otherwise provided herein), lost data, or for any indirect, incidental unforeseen, special punitive or consequential damages, even if advised of the possibility thereof, arising out of or in connection with this agreement.

8.32.3 The foregoing limitations of liability shall not apply to Contractor's indemnification obligations as set forth in Section 8.28, claims for bodily injuries (including death), damages to real or tangible personal property (including damage to the Equipment covered by this Agreement), breach of confidentiality or the Business Associate Agreement, or intellectual property infringement claims to the extent caused by or arising from the acts or omissions of a party.

8.33 INTENTIONALLY DELETED

8.34 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility's Project Manager and/or Facility's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility's Project Manager or Facility's Project Director is not able to resolve the dispute, the Director or his designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

The Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

- 8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his designee. The County shall not unreasonably withhold written consent.

- 8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

- 8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor and available upon request by County.
- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such

work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**, which approval shall not be unreasonably withheld or delayed. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications reasonably requested by the County.

8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor of Contractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor's employees.

- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Director or his designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of receipt of written notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than (10) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.49.4 Termination for Convenience is subject to Statement of Work Paragraph 12.0 – Cancellation Fee

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his designee.

- Contractor has materially breached this Agreement and have failed to cure or correct such breach within thirty (15) days of receipt of County's written notice of the breach; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate, within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure, convincing progress toward a cure.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all actual excess costs incurred by the County, as reasonably determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.50.3 Intentionally Deleted

8.50.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.50, it is determined by the

County that the Contractor was not in default under the provisions of this Sub-paragraph 8.50, or that the default was excusable under the provisions of Sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.49 - Termination for Convenience.

- 8.50.5 The rights and remedies of the County provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.51.2 The Contractor shall promptly report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.
- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

- 8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business

or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code (except that County shall not be entitled to terminate this Agreement in the case of an involuntary petition that is vacated or dismissed within sixty (60) days);
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this Subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date, but in any event prior to June 30 of each fiscal year.

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.56 UNLAWFUL SOLICITATION

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.57 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.58 WAIVER

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement

upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.59.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 DATA DESTRUCTION

- 9.1.1 All Los Angeles County's (County) data and information is deemed sensitive and confidential. Therefore, under this Agreement, the Contractor has the sole responsibility to ensure all County's data and/or information in Contractor's possession, in any form or format including storage media (e.g., hard drives, flash drives, CD/DVDs) are appropriately destroyed and sanitized in a manner that ensures the information is not recoverable as it applies to the following:

9.1.1.1 If in the course of providing Services, the Contractor has knowingly or inadvertently maintained, processed, or stored any of the County's data and/or information; or

9.1.1.2 After it has served the purpose for which the data and/or information was released; or

9.1.1.3 To the extent applicable, upon removal or destructions of any Equipment that had County data and/or information within it, whether that equipment was purchased, leased, or rented; or

9.1.1.4 After completion of the services; or

9.1.1.5 Termination of this Agreement; or

9.1.1.6 Otherwise specified in the Statement of Work

- 9.1.2 The data destruction described above must comply and be consist with:

9.1.2.1 US Department of Defense 5220.22-M data sanitization and clearing directive and methods; and

9.1.2.2 National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization.*, Appendix A

9.2 OWNERSHIP AND LICENSE

9.2.1 County Data. All County Data provided or made accessible by County to Contractor is and shall remain the property of County.

9.2.2 Work Product. Contractor, or the rightful owner, shall remain the sole owner of the Software provided by Contractor under the Agreement and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County Materials previously owned by County or designed or developed by Contractor for County.

9.3 PROPRIETARY CONSIDERATIONS

9.3.1 County Materials. Contractor and County agree that all information, data, plans, diagrams, reports and other documents and records developed by or solely for County, departmental procedures and processes, algorithms and any other information provided by County or specifically provided by Contractor for County pursuant to this Agreement, excluding the Work Product, Software and related Documentation provided by Contractor (collectively "County Materials"), and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of County. Contractor hereby assigns and transfers to County all of Contractor's right, title, and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain any and all such working papers. County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and information contained therein. Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County

Materials, including, but not limited to, all copyright, patent and trade secret rights by executing, among others, Exhibit G (Contractor Acknowledgement and Confidentiality Agreement) prior to commencing any work under the Agreement. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights shall be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

9.4 INTELLECTUAL PROPERTY INDEMNIFICATION

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and reasonable attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from Contractor's provision of the services as described in this Agreement. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and Contractor shall have sole control of the defense and settlement thereof.
- 9.4.2 In the event the services become the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure pursuant to Sub-paragraph 9.4.2., such that County's continued ability to receive the services is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, shall either: (i) obtain for County a license to continue receiving the services; or (ii) modify the services so that they are non-infringing.
- 9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon; (i) use of any non-Contractor services, information, design, specification, instruction, software, data, or material in combination with the services where such infringement would not have arisen but for such combination; (ii) the infringement is caused by the modification of the services by a party other than Contractor or approved by Contractor where such infringement would not have arisen but for such modification;

or (iii) the infringement is caused by the use of other than the supported version of the services, if the supported version would be non-infringing and had been offered by Contractor to County; (iv) use in a manner prohibited by this Agreement or Contractor's Documentation; or, where County continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement.

9.4 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

During the term of this Agreement, Contractor may receive access to County's software, computers, equipment, and electronic communications systems (in this Paragraph 9.4, "County systems"), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such County systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County systems and that all communications made with such County systems or equipment by or on behalf of Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of County systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to County), to protect County Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County

property or used to access County Confidential Information or County systems.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its Director of Health Services, and Contractor has caused this Agreement to be executed on its behalf by its duly authorized representative, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By _____
(Counsel Title)

EXHIBIT B - PRICING AND EQUIPMENT SCHEDULE
SIEMENS MEDICAL SOLUTIONS USA, INC.
EFFECTIVE FROM JULY 1, 2015 THROUGH JUNE 30, 2023

MODEL	SITE NUMBER	SERVICE AGREEMENT	PRINCIPAL COVERAGE PERIOD	ADDITIONAL COVERAGE PERIOD	UPTIME GURANTEEE	Phone Response	On-Site Response	COVERAGE	ANNUAL COST	EFFECTIVE DATE	COMMENT
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HIGH DESERT REGIONAL HEALTH CENTER

Ysio	400-429778	Gold contract	8AM-6PM M-F		97%	30 min.	4 hours	Tube coverage; FD or mFD Detector Coverage Wear, Failure, or Damage +\$5000 deductible-Qty 2; Excludes wi-FD Detector Coverage	\$46,379.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
AXIOM Luminos Agile	400-429783	Gold contract	8AM-6PM M-F		97%	30 min.	4 hours	Tube coverage; FD or mFD Detector Coverage Wear, Failure, or Damage +\$5000 deductible-Qty 2; Excludes wi-FD Detector Coverage	\$58,709.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
Ysio	400-429791	Gold contract	8AM-6PM M-F		97%	30 min.	4 hours	Tube coverage; FD or mFD Detector Coverage Wear, Failure, or Damage +\$5000 deductible-Qty 2; Excludes wi-FD Detector Coverage	\$46,379.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
SOMATOM Definition Flash AS64	400-431755	Gold contract	8AM-6PM M-F		97%	30 min.	4 hours	200,000 scansec tube Coverage; CT Detector Coverage	\$105,062.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year

TOTAL COST FOR HIGH DESERT RHC **\$256,529.00**

LAC+USC MEDICAL CENTER

ARISTOS MX/VX	400-168349	Silver contract	8AM-5PM M-F	5PM-9PM M-F	95%	60 min.	8 hours	Flat Panel Detector or mFD Detector coverage W/F - Qty 2; Tube Coverage	\$38,527.00	7/1/15-6/30/23	
ARISTOS MX/VX	400-168351	Silver contract	8AM-5PM M-F	5PM-9PM M-F	95%	60 min.	8 hours	Flat Panel Detector or mFD Detector coverage W/F - Qty 2; Tube Coverage	\$38,527.00	7/1/15-6/30/23	
SIRESKOP SD/SX	400-168403	Silver contract	8AM-5PM M-F		95%	60 min.	8 hours	Tube Coverage for Both tubes; Exclude Image Intensifier Coverage	\$20,923.00	7/1/15-12/31/17	
SIRESKOP SD/SX	400-168405	Silver contract	8AM-5PM M-F		95%	60 min.	8 hours	Tube Coverage for Both tubes; Exclude Image Intensifier Coverage	\$20,923.00	7/1/15-12/31/17	
SIRESKOP SD/SX	400-168411	Silver contract	8AM-5PM M-F		95%	60 min.	8 hours	Tube Coverage for Both tubes; Exclude Image Intensifier Coverage	\$20,923.00	7/1/15-12/31/17	
SIRESKOP SD/SX	400-198467	Silver contract	8AM-5PM M-F		95%	60 min.	8 hours	Tube Coverage for Both tubes; Exclude Image Intensifier Coverage	\$20,923.00	7/1/15-12/31/17	
SIRESKOP SD/SX	400-168468	Silver contract	8AM-5PM M-F		95%	60 min.	8 hours	Tube Coverage for Both tubes; Exclude Image Intensifier Coverage	\$20,923.00	7/1/15-12/31/17	
SIRESKOP SD/SX	400-168469	Silver contract	8AM-5PM M-F		95%	60 min.	8 hours	Tube Coverage for Both tubes; Exclude Image Intensifier Coverage	\$20,923.00	7/1/15-12/31/17	
AXIOM LUMINOS TF		Silver contract	8AM-5PM M-F		95%	60 min.	8 hours	Tube Coverage; Image Intensifier Coverage	\$22,996.00	7/1/15-6/30/23	
AXIOM Artis dTA	400-168141	Silver contract	8AM-5PM M-F	5PM-1AM M-F	95%	60 min.	8 hours	Megalix CAT Tube and FD (16 inch) Bundle	\$78,512.00	7/1/15-6/30/23	
AXIOM Artis dTA	400-168171	Silver contract	8AM-5PM M-F	5PM-1AM M-F	95%	60 min.	8 hours	Megalix CAT Tube and FD (16 inch) Bundle	\$78,512.00	7/1/15-6/30/23	
AXIOM Artis dBA	400-168144	Silver contract	8AM-5PM M-F	5PM-1AM M-F	95%	60 min.	8 hours	Megalix CAT Tube and FD (16 inch) Bundle	\$108,662.00	7/1/15-6/30/23	
S 2000	400-349691	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-349695	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-349697	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year

S 2000	400-354575	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-354576	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-354577	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-357252	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-357303	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-357320	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-360042	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-360045	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-360048	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
S 2000	400-360049	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3; Tier 1 Transducer Pooling; Exclude TEE Probes	\$13,420.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
Sequoia	400-153045	Silver contract	8AM-5PM M-F		95%	60 min.	16 hours	Transducer Tier 1 (WRD)-Qty 3 Exclude TEE Probes	\$13,303.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year

TOTAL COST FOR LAC+USC MC

\$679,037.00

OLIVE VIEW-UCLA MEDICAL CENTER

Somatom Definition Flash	400-354133	Gold contract	8AM-6PM M-F		98%	30 min.	4 hours	CT Detector Coverage; EVOLVE Definition Flash (without IRS) Protection Program; 200,000 Scansec Tube Coverage; Guarding Select TubeGuard Program; Siemens Virus Protection SELECT; ACR Support Package for CT	\$199,444.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
syngo Multimodality WP	400-363760	Gold contract	8AM-6PM M-F		97%	30 min.	4 hours		\$7,700.00	7/1/15-6/30/23	
Sequoia	400-107569	Gold contract	8AM-5PM M-F		99%	30 min.	10 hours	Transducer Tier 1 (WFD)-Qty2; Tier 1 Transducer Pooling; TEE Probes - W/F/D-Qty 1; TEE Probe pooling	\$19,201.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
Sequoia	400-164289	Gold contract	8AM-5PM M-F		99%	30 min.	10 hours	Transducer Tier 1 (WFD)-Qty2; Tier 1 Transducer Pooling; B&W Printer Coverage	\$13,356.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
e.cam Variable-Angle (e.cam Dual)	400-097578	Gold contract	8AM-6PM M-F		97%	30 min.	4 hours	SPECT Detector Head Subsystem Coverage; Cracked Crystal Protection;	\$37,810.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year
e.cam Variable-Angle (e.cam Dual)	400-198169	Gold contract	8AM-6PM M-F		97%	30 min.	4 hours	SPECT Detector Head Subsystem Coverage; Cracked Crystal Protection;	\$37,810.00	7/1/15-6/30/23	e.learning subscription for 2 technologist per year

TOTAL COST FOR OLIVE VIEW-UCLA MC

\$315,321.00

TOTAL COST

\$1,250,887.00

EXHIBIT B - PRICING AND EQUIPMENT SCHEDULE
SIEMENS MEDICAL SOLUTIONS USA, INC.
EFFECTIVE FROM JULY 1, 2015 THROUGH JUNE 30, 2023

Hourly Service Rates

		Hourly Time & Material Labor Rates			Preferred Labor Rates for Warranty & Contract Customers		
<u>Equipment</u>	<u>All Travel</u>	<u>Regular</u>	<u>Overtime</u>	<u>Double Time</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
General X-ray and Installation:*	\$235	\$275	\$415	\$550	\$235	\$355	\$470
Angio/Cardiac:	\$330	\$385	\$580	\$770	\$330	\$495	\$660
Mammography	\$235	\$275	\$415	\$550	\$235	\$355	\$470
Oncology Care Systems	\$330	\$385	\$580	\$770	\$330	\$495	\$660
Lithotripsy, Urology & Mobile C-arms**	\$235	\$275	\$415	\$550	\$235	\$355	\$470
CT:	\$385	\$450	\$675	\$900	\$385	\$575	\$770
MR:	\$385	\$450	\$675	\$900	\$385	\$575	\$770
Ultrasound	\$235	\$275	\$415	\$550	\$235	\$355	\$470
Nuclear Medicine Systems	\$330	\$385	\$580	\$770	\$330	\$495	\$660
Nuclear PET	\$385	\$450	\$675	\$900	\$385	\$575	\$770
Image Management (PACS):	\$330	\$385	\$580	\$770	\$330	\$495	\$660
KinetDx	\$330	\$385	\$580	\$770	\$330	\$495	\$660
Cardiology Recording Systems	\$330	\$385	\$580	\$770	\$330	\$495	\$660

*General X-Ray: Radiographic, Digital R&F; Installation work: Site removal, equipment moves, etc.

**Please note that Siremobils are classified as Lithotripsy equipment.

General Terms

Regular time hours will be in effect from 8:00 AM - 5:00 PM, Monday - Friday, excluding Siemens holidays.

Overtime hours will be in effect from 5:00 PM – 8:00 AM, Monday - Friday, and all day Saturday until 5:00 PM.

Double time hours will be in effect from 5:00 PM Saturday - 8:00 AM Monday, and on the following Siemens holidays: New Years Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If one of the foregoing holidays falls on a Saturday, then the holiday will be observed on the previous Friday, and if the holiday falls on a Sunday, the holiday will be observed on the following Monday.

A minimum of 2 hours will be charged (at the regular billing rate) for billable hours worked during normal business hours (see above).

A minimum charge of 4 hours plus travel time applies for labor requested and provided outside of regular working or contract coverage hours.

Time and Material Customers

Customers will be charged at the applicable billing rate for the hours worked at either the regular, overtime or double-time rate plus travel.

Customers under Warranty or Performance TOP Platinum, Gold, Silver or Full Service Agreements

All Warranty customers and those customers who have agreements that include unlimited repair labor hours will not be billed for work performed during the principle coverage period of their agreement. This does not include Siemens holidays as listed in the General Terms above. Should service be needed after hours, these customers will be billed at the Tier 1 labor rate during the overtime hours and the Tier 2 rates during double-time hours plus travel.

All Other Service Agreement Types (Except DMLA)

Customers with service agreements types that exclude repair hours or have labor hour limitations will have repair labor either applied to their service agreement or be billed at the Tier 1 rate for regular time, Tier 2 for overtime, or Tier 3 for double-time labor rate plus travel as described in the General Terms section above.

STATEMENT OF WORK

STATEMENT OF WORK

1.0 SCOPE OF WORK

Contractor shall provide Maintenance and Support Services as described in this Exhibit A (Statement of Work), for County Facilities set forth in Attachment A-1 (County Facilities), attached hereto and incorporated herein by reference. Contractor's services shall be provided for all Hardware and Software listed in Exhibit B (Pricing and Equipment Schedule) at the applicable rates set forth therein. Contractor's services shall include, but not be limited to, the following:

- A. Provide Maintenance and Support Services during Support Hours, consisting of:
 - a. Routine Preventative Maintenance Services
 - b. As Needed Repair and Support Services
 - c. Software Maintenance and Support Services
- B. Provide 24x7x365/366 onsite and remote support including access to Contractor's technical support 24x7x365/366 (provided that any repairs that are provided at times outside of Support Hours shall be at an additional charge to the County Facilities);
- C. Maintain service reports in order to meet regulatory guidelines;
- D. Develop and maintain a current, comprehensive Hardware and Software inventory database for each County Facility;
- E. Provide Additional Services, if authorized by County and pursuant to requirements in Section 4.0 (Additional Services) below;
- F. Attend required meetings as agreed to by both County and Contractor.

2.0 DEFINITIONS

Unless otherwise expressly provided or the context otherwise requires, the following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Exhibit A – Statement of Work.

- 2.1 "As Needed Support" – shall have the meaning specified in Section 3.2 (As Needed Support).

- 2.2 "After Hours" – shall mean hours other than Regular Business Hours (e.g. Monday through Friday 5:01 p.m. through 7:59 a.m., weekends and Contractor Holidays).
- 2.3 "Equipment" – shall mean an instrument, apparatus, machine, or other similar or related article, including all operating software and hardware, components, parts, accessories, replacements, and/or upgrades, which is intended for the diagnosis, care, treatment, or monitoring of a Facility patient.
- 2.4 "Contractor Holidays" – shall mean Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day. Holidays that fall on Saturday or Sunday may be observed on Friday and Monday respectively.
- 2.5 "Interface" – Shall mean the set of software mechanisms which will be provided by Contractor which will allow for transfer of electronic data and/or software commands between computer systems, networks, applications or modules, including related documentation.
- 2.6 "Preventive Maintenance" – shall have the meaning specified in Section 3.1 (Preventive Maintenance).
- 2.7 "Regular Business Hours" – shall mean Monday through Friday, between 8:00 a.m. and 5:00 p.m., excluding Contractor Holidays.
- 2.8 "Support Hours" – shall mean Contractor's provision of Maintenance and Support Services under this Statement of Work for County Facilities set forth in Attachment A-1 (County Facilities), based on a 24x7x365/366 basis. Contractor shall provide such Services onsite or remotely at each County Facility as required by County or for performance of Maintenance and Support Services under the Agreement. Support provided outside of Principal Coverage Period or Additional Coverage Period set forth in Exhibit B – Pricing and Equipment Schedule shall be provided at an additional charge to the County, based on Contractor's then current labor rates.
- 2.9 "Updates" – solely enhance previously purchased capacities of the Equipment (including bug fixes and safety updates)
- 2.10 "Upgrades" – provide new features or capabilities or require hardware changes, and will be offered to County when commercially available and at purchase prices established by Contractor.

3.0 REQUIRED SERVICES

Contractor shall provide all Services described under this Section 3.0 (Required

Services) during Support Hours, at the all-inclusive rates set forth in Exhibit B, Pricing and Equipment Schedule, which shall be inclusive of any and all travel expenses, labor and parts unless the repair is out-of-scope, in which case any parts and/or labor shall be separately charged to the County. Contractor shall provide Maintenance and Support Services to County in accordance with Attachment A-2 (Service Level Requirements). All services described in this Section 3.0 shall be provided at no additional cost to the County unless the repair is out-of-scope, in which case any parts and/or labor shall be separately charged to the County.

3.1 Preventive Maintenance

- 3.1.1 Contractor shall provide County Facilities, at a minimum, annual routine preventive maintenance services ("Preventive Maintenance"), or in accordance with the manufacturer's preventative maintenance schedule and instructions, for all Hardware related Equipment, including all labor and parts, at no additional cost to County. As part of such annual Preventive Maintenance Services, Contractor shall comply with requirements established by County Facilities for specific Equipment to be maintained to all minimum regulatory compliance standards, as agreed to by the parties in advance.
- 3.1.2 Preventive Maintenance shall include, but are not limited to, diagnosis; inspection; cleaning; lubrication; safety inspection; functional tests; adjustments or calibrations necessary to facilitate proper functioning of the Equipment and, as applicable, compliance with regulatory agencies' requirements and guidelines. Preventive Maintenance shall also include replacement of worn, defective or broken parts with new and/or Contractor-certified parts specifically designed for the Equipment and replacement of unserviceable parts with new parts equivalent to the original parts in performance or original equipment manufacturer ("OEM") parts, provided that the PM coverage purchased by County includes parts coverage.
- 3.1.3 Contractor shall perform routine Preventive Maintenance during Support Hours. Contractor shall provide routine Preventive Maintenance Services at times mutually agreed upon by both County and Contractor.
- 3.1.4 Contractor shall perform the regularly scheduled number of Preventive Maintenance described above to meet the requirements set by manufacturer specifications and all appropriate and applicable licensing and accrediting agencies (e.g. The Joint Commission, Occupational Safety and Health Administration ("OSHA")).

3.1.5 Compliance with Regulatory Agencies - Contractor shall ensure that Equipment, including Software and Interfaces, if any, comply with all applicable current and future local, State and Federal requirements.

3.1.6 Active Monitoring - Contractor shall actively monitor the performance of Equipment, including Software and Interfaces, remotely by using standard monitoring tools, which is only available when the Guardian option is purchased by the County for a specific system. When the automated monitoring system reports a potential problem, including any issues relating to approaching storage limits, Contractor shall initiate a service ticket, dispatch support according to Attachment A-2 (Service Level Requirements).

3.2 As Needed Repair and Support Services

3.2.1 Contractor shall provide as needed support and repair services ("As Needed Support") for Hardware related Equipment. As Needed Support Services consist of the support and repair(s) needed for restoration of Hardware related Equipment, so that Equipment performs in all material respects in accordance with its manufacturer published specifications, on an as-needed basis, as may be required by the County Facility.

3.2.2 The repair process shall also include Equipment updates.

3.2.3 Contractor shall provide As Needed Support Services when the County Facility reasonably believes the Equipment is not performing in accordance with manufacturer published specifications and performance standards.

3.2.4 Contractor shall provide As Needed Support Services in accordance with the requirements set forth in Attachment A-2 (Service Level Requirements).

3.2.5 Further, all replacement parts shall be new, standard parts, or used, reworked or refurbished parts that comply with applicable performance and reliability specifications.

Exchange parts removed from the Equipment shall become the property of Contractor unless such exchange parts constitute "hazardous wastes", "hazardous substances", "special wastes" or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, in which case, at the option of Contractor, the exchange parts shall remain the property of the County and shall be disposed of by the County in strict compliance with all applicable laws, rules and regulations.

- 3.2.6 Contractor shall provide unrestricted access to telephone technical support twenty-four hours a day, seven days per week. .
- 3.2.7 Contractor shall provide a telephone response to request for repairs within time period described in Exhibit B – Pricing and Equipment Schedule. Request for repairs or non-preventative maintenance on all other Equipment will be sent to Contractor for repair service at no additional cost to County unless otherwise provided for in this Statement of Work.

3.3 Software Updates

- 3.3.1 Contractor shall provide Software Updates, including but not limited to: updates, bug fixes, patches, minor enhancements to existing functionality, modifications and corrections to address security vulnerabilities.
 - 3.3.1.1 For Microsoft and other third party patches, Contractor shall certify such patches and provide this information to County within a mutually agreed upon timeframe between the Contractor and County. County will be responsible for installing such Contractor-certified patches. If the County determines any third party patch to be mission-critical (e.g., patches that address security vulnerabilities or loopholes), County will inform Contractor of County's requirement to certify said patch. Contractor shall certify said patch within seven (7) days, unless otherwise mutually agreed to by both parties.
 - 3.3.1.2 For the embedded operating systems (e.g., Microsoft XP, Microsoft Vista, etc.) in Contractor's modalities, Contractor shall, promptly following availability, certify and apply all applicable third party patches using industry-standard security protocols.
 - 3.3.1.3 Contractor is not responsible for County's network security. County is responsible for procuring and installing any required network or anti-virus protection software.
- 3.3.2 During Software Updates, Contractor shall have the appropriate number of Contractor personnel on site at each affected County Facility, as mutually determined by County and Contractor, to minimize impact to the System and ensure uninterrupted service compliance with response times and update or upgrade repair.

3.3.3 Contractor shall maintain and support the System in accordance with the service level terms set forth in Attachment A-2 (Service Level Requirements) to ensure System availability.

3.3.4 Contractor shall ensure that the System shall connect and interface with any applicable systems as identified by County.

3.3.4.1 Physical presence of Contractor personnel on site at any County Facility for live operations for any modality, Interface or Software Update as requested by County.

3.3.5 Contractor shall actively monitor performance of the Software and immediately report any deficiencies and/or other issues that impact the availability of the System to the County's Project Manager.

3.3.6 In advance of the effective date of any applicable federal, state or local requirement affecting the Equipment, including Hardware and Software, Contractor shall release Software Updates to County to meet such requirements.

3.4 Intentionally Deleted

3.5 Breakage and/or Loss

Contractor shall replace and/or repair (at the time of servicing) any Equipment and/or parts thereof which suffer breakage, damage or loss at the time of servicing or repair, which is caused by the negligence or willful misconduct of Contractor, at no additional cost to the County.

3.6 Rework

Contractor shall rework improperly repaired Hardware related Equipment, correct any damage resulting therefrom, and supply all necessary parts and materials therefore at no additional cost to County. Service personnel shall also repair any defective parts purchased and installed by such service personnel and shall repair any damage to the Equipment resulting from, and to the extent of, Contractor's negligence, willful misconduct or conduct inconsistent with the requirements of this Agreement, at no additional cost to County

3.7 Service Reports

Contractor shall develop and maintain written service reports for services provided on all Equipment, including Hardware, Software and Interfaces identified under this Agreement on an ongoing basis. Such service report(s)

shall include:

- 3.7.1 A record of maintenance in accordance with the manufacturer specification and provide such other information as required by the Facility in order to meet all licensing, accrediting and regulatory agency requirements.
- 3.7.2 Clearly identify the equipment serviced by model number, serial number, Los Angeles County Capital Asset Leasing or Los Angeles County number (if available).
- 3.7.3 Include an itemization and description of services performed, including electrical checks and calibration reading and preventive maintenance.
- 3.7.4 Identify the name of the service technician who performed the service, service date, and list any parts installed during repair site visit.
- 3.7.5 An electronic copy of such service report shall be provided to the Facility at the time the service is performed. Such service reports are the property of County and shall remain on-site at each Facility.

3.8 Contractor's Work Schedule

- 3.8.1 INTENTIONALLY DELETED.
- 3.8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. However, in all cases, Maintenance and Support Services shall be performed at a time that will not cause additional charges to County. Contractor shall submit said revisions to the Facility Project Manager for review and approval within five (5) working days prior to scheduled time for work.
- 3.8.3 Further, no work is authorized for any time or for any service that will cause additional cost to County above the rates set forth in Exhibit B (Pricing and Equipment Schedule), unless it has been specifically authorized by a written Amendment to the Agreement that has been executed by both parties.
- 3.8.4 Further, no work is authorized for a time, or for a service, that will cause an additional cost to County above the Required Services All Inclusive Flat Rate set forth in Exhibit B – Pricing and Equipment Schedule, unless it has been specifically authorized by a written Amendment to the Agreement that has been signed by both parties.

3.9 Comprehensive Equipment and Software Inventory

Contractor shall provide County on an annual basis on-site Equipment and Software inventory audits, or as mutually agreed to by both parties. Contractor shall complete and maintain a comprehensive inventory listing for each County Facility and provide to each Facility Project Monitor. Such inventory shall include each piece of Equipment including make, model number, serial number, and specific location (e.g. room number) at each County Facility. Such inventory shall also include the Los Angeles County Capital Asset Leasing or Los Angeles County number, where applicable and shall identify Equipment that will need to be added and removed from the Equipment inventory.

3.10 Exclusions

Contractor is not financially responsible to provide the repair services above for the following:

3.10.1 Defects or damage to Equipment resulting from misuse, abuse, negligence, acts of God and other disasters and force majeure occurrences, non-performance or scheduled operator and maintenance items or non-approved reprocessing methods or by the County's failure to operate the Equipment in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions.

3.10.2 Testing or certification of leakage current.

3.10.3 Equipment which does not contain a validly placed and recorded contractor's serial number.

3.10.4 Defects or damage to Equipment resulting from repair, maintenance, modification, relocation, or reinstallation by any other than Contractor-authorized personnel, unless repair by others is made with the written consent of Contractor, or resulting from the attachment and/or use of non-Contractor supplied parts, equipment or software without Contractor's prior written consent (and if the County or a third party modifies the Equipment, then Contractor may remove such Equipment from coverage under the Agreement unless the County restores the Equipment to the manufacturer's published specifications).

3.10.5 Equipment which failed due to causes from within non-Contractor supplied equipment, parts or software including, but not limited to, problems with the County's network;

- 3.10.6 Transducers and probes which are damaged or defective, or which failed, due to any of the foregoing causes or due to improper cleaning, disinfecting or TEE bite marks.
- 3.10.7 Repair or replacement of supplies and consumables including, without limitation, lamps, cables, thermal head printers, filters, and connectors.
- 3.10.8 All breakages or damages to equipment by Facilities shall first be verified and determined to be caused by Exclusions set forth in this Section 3.10 by Facility Project Manager
- 3.10.9 Contractor shall provide Additional Services as described in Section 4.0 to equipment listed in this Section 3.9 that is not covered by Required Services.

The Agreement does not entitle the County to services related to information technology, patient and imaging workflow design and analysis, or problem diagnosis. Contractor's responsibility under the Agreement does not extend beyond the outbound or inbound sockets of the Equipment. In addition, changes, adjustments, additions or repairs required to or with respect to the Equipment resulting from issues, matters, items or concerns that are the responsibility of the County, such as changes related to County's network infrastructure, are not covered by the Agreement. This may include, but is not limited to, network IP address changes. Although the Equipment may have limited short term storage capacity, the storage of images, both patient and QA images, is the responsibility of the County.

If Contractor offers a Network Assistance option for the Equipment and the County purchases this option, then Contractor shall assist the County in its efforts to identify the cause of any network or connectivity problems which may affect the operation of the Equipment; provided, however, that the price for this option does not include the cost of any repairs (labor, parts, etc.) to remedy such problems, which shall be the sole responsibility of the County. If the County does not purchase this option, or if this option is not offered by Contractor, then any assistance provided by Contractor to the County with respect to any network or connectivity issues shall require a P.O. from the County and shall be separately billed to the County at Contractor's then current rates and charges.

3.11 Access to Equipment

Contractor's service personnel will be given full and free access to the Equipment to perform inspections and service/maintenance on the County's premises, and will make specific appointments for such maintenance. If the Equipment is not made available at the appointed time, waiting time beyond

a reasonable allowance will be charged at Contractor's per-call rates and terms then in effect.

4.0 ADDITIONAL SERVICES

Services, other than the services described in Section 3.0, Required Services above, are Additional Services, including Professional Services. These Additional Services may be required during Regular Business Hours or After Hours. In the event that Additional Services are authorized by the County, these services shall be billed at the rates identified on Exhibit B. However, prior to the authorization of any Additional Services, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. To effectuate Additional Services beyond the reserve amount allocated for each facility according to Exhibit B - Pricing and Equipment Schedule, all changes must be made in accordance with the Agreement, Sub-paragraph 8.1 Amendments, to the Agreement, which is signed by both parties, must be executed prior to any work beginning.

5.0 RESPONSIBILITIES

5.1 County Personnel

The County will administer the Agreement according with the Agreement, Paragraph 6.0, County Administration. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments.

5.2 Contractor Personnel

- 5.2.1 Contractor shall designate a Contractor Project Manager to lead and coordinate Contractor's provision of services described hereunder and act as a central point of contact with County personnel. Contractor Project Manager shall be available during business of Monday through Friday, according to Exhibit B – Pricing and Equipment Schedule, excluding County holidays.
- 5.2.2 Contractor Project Manager shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide services hereunder.

- 5.2.3 Contractor shall, as a minimum, provide on-site response service personnel at Facilities listed in Attachment A. Such service personnel shall be of a sufficient number so as to be available to provide maintenance and repair services to equipment located at Facilities.
- 5.2.4 Contractor Project Manager shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.
- 5.2.5 Contractor service personnel shall be appropriately licensed, certified, credentialed, and trained in accordance with Contractor requirement to perform the preventive maintenance and repair services hereunder and shall have, as a minimum, knowledge and expertise in the following areas including but not limited to:
 - 5.2.5.1 Diagnosis and inspection of Equipment to determine maintenance and repair needs;
 - 5.2.5.2 Routine cleaning and lubrication of Equipment as necessary; and
 - 5.2.5.3 Electrical and safety inspection of Equipment as necessary.
- 5.2.6 Contractor shall assume the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

5.3 Risk Management Program

- 5.3.1 Contractor shall, in collaboration with Facility staff, develop and maintain an Equipment Risk Management Program. Such Program shall require written documentation of all medical incidents that involve equipment covered under this Agreement, whereby such equipment has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation shall describe the incident, the equipment involved in the medical incident, and any subsequent examination of such equipment.
- 5.3.2 The Facility Project Director, or Facility Project Manager, in consultation with Contractor and Facility's Risk Manager, shall provide direct oversight of all activities to decommission, sequester,

and examine any equipment which has been involved in a medical incident. Neither party shall use, clean, discard, alter, or repair any equipment involved in such incident prior to the said equipment's examination.

- 5.3.3 Any equipment, equipment component(s) or equipment part(s) involved in a medical incident shall be moved by Contractor and retained onsite until the equipment has been repaired and is ready for use.

5.4 Reporting Responsibility

When a condition exists wherein there is imminent danger of injury to the public or damage to property and this comes to the knowledge of Contractor, then Contractor shall immediately contact the Facility Project Manager or his/her designee.

5.5 Contractor's Customer Care Center

Contractor is to maintain a Customer Care Center out of Cary, NC that is staffed 24/7 in order to respond to inquiries and complaints which may be received about the Contractor's performance of the Agreement.

5.6 Infection Control

- 5.6.1 Personnel shall strictly adhere to Infection Control and Employee Health Guidelines to prevent the transmission of infections and to assure prompt and appropriate treatment for employee exposure. If any Personnel is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such an occurrence to Facility's Employee Health and Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis, with proper consent from the infectious Personnel given to the Contractor and per the California Code of Regulations, Title 17.
- 5.6.2 If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Personnel without the benefit of Personal Protective Equipment (PPE) during the usual incubation period for such infectious disease, Facility will report such occurrences to Contractor. Confirmation that an exposure occurred is made by Employee Health and Infection Control.
- 5.6.3 For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

5.7 Equipment Location

The Equipment shall not be moved from its original location to another location unless County obtains the prior written consent of Contractor, subject to the following exceptions (i) portable Equipment (e.g., Ultrasound equipment, but not including any equipment that is housed in a mobile vehicle, van or trailer) may be moved to other locations within the same facility, so long as the County informs Contractor of the location of the Equipment when Contractor is scheduled to provide on-site service; (ii) if Equipment is located in a trailer, van or other form of mobile vehicle, the Equipment may be moved from the original Equipment location, provided, however, that Contractor shall not be required to service such Equipment, and the Uptime Guarantee (if any) shall not apply, if either (a) the County does not notify Contractor at least one (1) month in advance of the Equipment's mobile route, or (b) the Equipment is moved more than 25 miles from the original Equipment location; and (iii) if fixed Equipment is moved to any other location within the County's facility, then either (a) the County will engage Contractor to relocate the Equipment, at Contractor's then current rates and charges, or (b) if Contractor does not perform the services necessary to relocate the Equipment, then Contractor may suspend services with respect to such Equipment until Contractor performs an inspection of the Equipment, at the County's cost, to determine if any repairs are necessitated as a result of any such relocation (in which case the County shall be separately charged for such repairs, including parts and labor, at Contractor's rates and charges then in effect).

6.0 **ADDITION/DELETION OF FACILITIES AND EQUIPMENT**

The Director of Department of Health Services or his designee (Director) may add and/or delete County Facility(s) and related equipment as necessary to provide services or to assure that Facility(s) operations are maintained, as agreed to by the Contractor. All changes must be made in accordance with the Agreement, Sub-paragraph 8.1 Amendments.

7.0 **QUALITY CONTROL**

- 7.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County has consistently high level of service throughout the term of the Agreement. The plan shall be submitted to the Facility Project Manager for review. The plan shall include, but may not be limited to the following:
- 7.2 Contractor's method of monitoring to ensure that Agreement requirements are being met;
- 7.3 Contractor's procedures for conducting and maintaining complete records

of all inspections, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

- 7.4 Contractor shall provide records of inspections and corrective actions to the County upon request.

8.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Agreement using the quality assurance procedures as defined in the Agreement, sub-paragraph 8.18, County's Quality Assurance Plan.

8.1 Contract Discrepancy Report

8.1.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever an Agreement discrepancy is identified. The problem shall be resolved within a reasonable time period mutually agreed upon by the County and the Contractor.

8.1.2 The Facility Project Monitor will determine whether a formal Contract Discrepancy Report (Attachment 3) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility Project Monitor within ten (10) workdays with a plan for correction of all deficiencies identified in the Contract Discrepancy Report.

8.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

9.0 EQUIPMENT PERFORMANCE STANDARDS

- 9.1 Contractor shall guarantee performance uptime for Equipment at Uptime Guarantee identified on Exhibit B – Pricing and Equipment Schedule. The performance of each piece of equipment will be reviewed every three (3) months. Either party can request additional business performance reviews as needed at mutually agreed upon times. Should a piece of Equipment fail to meet the uptime criteria during the three (3) month review period, a credit based upon the annual service agreement price for that particular piece of Equipment, will be determined as follows:

Gold ContractEquipment UptimeMonthly Price Credit

97% - 100% uptime	0%
92% - 96.9% uptime	5%
87% - 91.9% uptime	10%
82% - 86.9% uptime	15%
Below 81.9% uptime	20%

Silver ContractEquipment UptimeMonthly Price Credit

95% - 100% uptime	0%
90% - 94.9% uptime	5%
85% - 89.9% uptime	10%
80% - 84.9% uptime	15%
Below 79.9% uptime	20%

Uptime percentage determination: The uptime percentage for a single equipment is determined according to the following formula: (Downtime Hours / (Total Hours)) - Uptime will be reported on a 3 month basis.

Downtime Hours are those hours between Malfunction Reported date/time and Malfunction Resolution date/time for system down Reactive Service calls (i.e., not including PMs, Updates, or scheduled service.)

- 9.2 The equipment shall be considered out-of-service if the equipment is inoperable and unusable or the County reasonably initiates down-time procedures due to lack of system or equipment functionality (in either case, not due to those items set forth in the definition of excluded services, or a force majeure event).
- 9.3 Any credit for equipment downtime or out-of-services shall be applied to the following invoice. Failure by County to assess downtime credit in the following invoice shall not constitute a waiver of such right which County may exercise at any subsequent time.
- 9.5 Time spent on regularly scheduled maintenance, changing high-vacuum components and installing updates and/or upgrades will be excluded from these performance calculations. Additionally, time the equipment is not operable due to damage from misuse, operator error, inadequate environmental conditions concluding air conditioning, failure or fluctuations in County's electrical power supply, acts of God, strikes or fires, will also be

excluded from these performance standards.

- 9.6 Contractor shall maintain a log specifying the time, date, and the causes of all unplanned equipment downtime.
- 9.7 County and Contractor will review the performance of each piece of equipment to evaluation uptime performance standard for equipment items covered under this Agreement.
- 9.8 Equipment uptime below the lowest Equipment uptime for Contracts as indicated above, for thirty (30) consecutive calendar days or more, shall be considered at a default and County will have the right to give Contractor notice thereof, pursuant to the Agreement subparagraph 8.50.
- 9.9 In order for the Uptime Guarantee to be effective, the County must place all calls for service through Contractor's Customer Care Center and must accept all Technical Assistance that is offered by Contractor, including, but not limited to, telephone support and remote diagnostics. For any period of time that the County does not seek and accept Technical Assistance from Siemens, then the Equipment shall be considered to be operational.
- 9.10 The Customer agrees to allow connection to Siemens Remote Service diagnostic equipment, where available, for the Equipment covered by this Agreement. Siemens Remote Service (SRS) is required for SRS-capable systems. Equipment shall be considered to be operational for any period of time that the SRS connection is not provided and available to Siemens.

10.0 END OF SUPPORT

Notwithstanding anything to the contrary contained herein, in the event that Contractor makes a general announcement that it will no longer offer service agreements for an item of Equipment or components thereof, or provide a particular service agreement option or feature, whether due to the unavailability of spare parts or otherwise (an "EOS Announcement"), then upon no less than twelve (12) months prior written notice to the County, Contractor may remove any affected Equipment, components, options or features from coverage under the Agreement, with a corresponding adjustment of the agreement price. In addition, at the end of this twelve (12) month period, the County may either remove the affected Equipment, components, options or features from coverage under the Agreement or request that Contractor provide service or parts on a time and materials basis only, at Contractor's rates and terms then in effect, for any Equipment, components, options or features subject to an EOS Announcement.

11.0 REMOTE ACCESS

County shall provide Contractor with both on-site and remote access to the

Equipment. The remote access shall be provided through the County network as is reasonably necessary for Contractor to provide services under the Agreement. Remote access will be established through a broadband internet based connection to either a County owned or Contractor provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.

In the event the County fails to provide or maintain the remote access connection for any Proactive Service Agreement (e.g., Pinnacle, Select, Essential, then Contractor shall have the option to terminate coverage for any Equipment under a Proactive Service Agreement. In addition, the Equipment shall not be considered to be down during any period of time that the remote access connection is not provided by the County and available to Siemens, due to network problem and excludes lack remote access connection as a result of equipment malfunction.

12.0 CANCELLATION FEE

Following the Agreement effective date, County may terminate Equipment Maintenance Services for individual functional location numbers upon payment to Contractor of a cancellation fee which shall be a percentage (shown in the table below) of the Agreement fees paid by the County to Contractor through the date of cancellation with respect to any such Equipment removed from coverage under this Agreement:

<u>Effective Date of Termination</u>	<u>Cancellation Fee</u>
1 st Year (July 1, 2015 through June 30, 2016)	15%
2 nd Year (July 1, 2016 through June 30, 2017)	10%
3 rd Year (July 1, 2017 through June 30, 2018)	5%
4 th Year (July 1, 2018 through June 30, 2019)	0%
5 th -8 th Year (July 1, 2019 through June 30, 2023)	0%

The County may remove Equipment from coverage under the Agreement at any time upon no less than thirty (30) days prior written notice to Contractor if the use of the Equipment is permanently discontinued and the Equipment is removed from service. There is no fee for this cancellation. Prorated credit will be issued for any advance payments made by the County for the period after the effective date of removal (based on the notice requirement).

COUNTY OF LOS ANGELES FACILITIES

Facility	Facility Billing Address
LAC+USC Medical Center (LAC+USC MC)	LAC+USC Medical Center Attn: Invoice Processing P.O. Box 86601, Los Angeles, CA 90031
Olive View-UCLA Medical Center (OV-UCLA MC)	Olive View-UCLA Medical Center Attn: Materials Management 14445 Olive View Drive, Sylmar, CA 91342
High Desert Regional Health Center (High Desert)	High Desert Regional Health Center 335 East Avenue I Lancaster, CA 93535

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____ Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative _____ Date _____

CONTRACTOR RESPONSE: *(Cause and Corrective Action)*

Signature of Contractor Representative _____ Date _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Representative _____ Date _____

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____